

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

CENGAGE LEARNING, INC.; MCGRAW-  
HILL GLOBAL EDUCATION HOLDINGS,  
LLC; and PEARSON EDUCATION, INC.,

Plaintiffs,

v.

FOLLETT CORPORATION; FOLLETT  
HIGHER EDUCATION GROUP, INC.;  
VALORE, INC.; and COLLEGE  
MARKETPLACE, INC.,

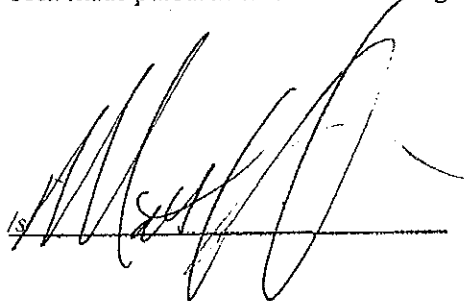
Defendants.

Case No. 1:17-cv-04672 (PKC)

STIPULATION AND ORDER OF  
DISMISSAL WITH PREJUDICE

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 10/6/17
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Plaintiffs and Defendants, by their undersigned counsel, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), hereby stipulate and agree to dismiss the action, as between and amongst them, with prejudice and without costs, a resolution of all matters in dispute having been made pursuant to a Settlement Agreement executed between these parties.



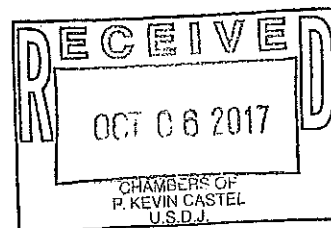
Matthew J. Oppenheim  
OPPENHEIM + ZEBRAK, LLP  
Counsel for Plaintiffs

Respectfully submitted,

/s/ Alison Stein

/s/ Matt D. Basil

Alison I. Stein  
Matt D. Basil (*pro hac vice* motion pending)  
JENNER & BLOCK LLP  
Counsel for Defendants



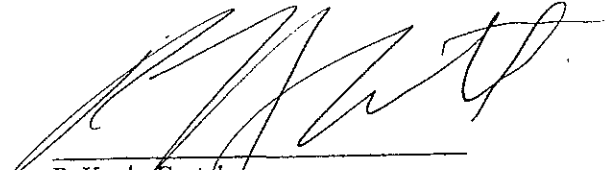
**ORDER**

The Court having considered the Stipulation executed between and amongst Plaintiffs and Defendants, and for good cause shown,

IT IS ORDERED AND ADJUDGED, that

1. The Stipulation For Dismissal With Prejudice filed by Plaintiffs and the Defendants is hereby approved without costs and with each side to bear its own attorney fees.
2. The Court retains jurisdiction to enforce the terms of the settlement; and  
The action as between and amongst Plaintiffs and Defendants be and hereby is DISMISSED with prejudice.

**SO ORDERED.**

  
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P. Kevin Castel  
United States District Judge KMC

Dated: October 6, 2017

New York, NY